

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

-----	x	
KAREN JENKINS, JACQUELINE MAYS,	:	
SUSAN LOLLI, LINDA RUSSELL, TERESA	:	
LATTANZE, JOHN VAN ALLEN III, DONNA	:	
ANDERSON, DEBRA KONTRA, MICHELLE	:	
QUARLES, TROY JOHNSON, SHARON	:	
SCHULTZ, RAYMOND GUNTHER and	:	
JOHN DOE,	:	
	:	
	:	
Plaintiffs,	:	Civil Action No. 10-7361
	:	
vs.	:	
	:	
THE UNION LABOR LIFE COMPANY,	:	
INC.; THE AMALGAMATED LIFE	:	
INSURANCE COMPANY;	:	
INDUSTRIAL, TECHNICAL AND	:	
PROFESSIONAL EMPLOYEES UNION;	:	
and OFFICE AND PROFESSIONAL	:	
INTERNATIONAL UNION,	:	
	:	
	:	
Defendants.	:	
-----	x	

**AFFIDAVIT OF EMILY S. HATCH**

EMILY S. HATCH, being duly sworn, declares and states as follows:

1. I am an attorney admitted to practice before the Courts of the State of New York and admitted to this Court *pro hac vice* in the above-captioned action. I am associated with the law firm Schulte Roth & Zabel LLP, counsel to Defendant, Amalgamated Life Insurance Company ("ALICO"), in the above-captioned action.

2. I respectfully submit this Affidavit in support of ALICO's Reply Memorandum of Law in Further Support of Its Motion for Summary Judgment.

3. Attached as Exhibit 1 is a true and correct copy of relevant portions of the deposition transcript of E. Charles Hampton, Plaintiffs' union representative employed by former-defendant the Industrial, Technical and Professional Employees Union during collective bargaining negotiations with ALICO.

4. Attached as Exhibit 2 is a true and correct copy of relevant portions of the deposition transcript of Kelly Ellston McKee, an employee of former-defendant Union Labor Life Insurance Company.



5. Attached as Exhibit 3 is a true and correct copy of relevant portions of the deposition transcript of Claire Levitt, an Executive Vice President of ALICO.

6. Attached as Exhibit 4 is a true and correct copy of the General Overview of Coverage and Benefits dated July 2005, which was produced by ALICO with its Bates stamp of ALICO 0000983-5. Plaintiffs' counsel had informed us that they are unable to print documents produced by ALICO with ALICO's Bates stamp.

Pursuant to 28 U.S.C. §1746(2), I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 24, 2012

/s/ Emily S. Hatch

Emily S. Hatch



# EXHIBIT 1



COPY

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

- - -

KAREN JENKINS, JACQUELINE MAYS, : CIVIL ACTION  
SUSAN LOLLI, LINDA RUSSEL, :  
TERESA LATTANZE, JOHN VAN :  
ALLEN, III, DONNA ANDERSON, :  
DEBRA KONTRA, MICHELLE QUARLES, :  
TROY JOHNSON, SHARON SCHULTZ, :  
RAYMOND GUNTHER and JOHN DOE, :  
Plaintiffs, :  
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INSURANCE COMPANY, INDUSTRIAL :  
TECHNICAL AND PROFESSIONAL :  
EMPLOYEES UNION; and OFFICE AND :  
PROFESSIONAL INTERNATIONAL :  
UNION, :  
Defendants. : No. 10-7361

- - -

THURSDAY, JUNE 7, 2012  
PHILADELPHIA, PENNSYLVANIA

- - -

Oral Deposition of ELWOOD CHARLES HAMPTON, taken pursuant to Notice, at Freedman & Lorry, 1601 Market Street, 2nd Floor, Philadelphia, Pennsylvania, commencing at approximately 1:05 p.m., on the above date, before Rose A. Tamburri, RPR, CM, CCR, CRR, USCRA Speed and Accuracy Champion and Notary Public.

- - -

CLASS ACT REPORTING AGENCY  
Registered Professional Reporters  
1420 Walnut Street 133 Gaither Drive  
Suite 1212 Suite H  
Philadelphia, PA 19103 Mt. Laurel, NJ 08054  
(215) 928-9760 (856) 235-5108



1       A.    Um-hmm, that's the proposal that they  
2   voted for.

3       Q.    And is that the proposal that was  
4   then incorporated into the final Memorandum of  
5   Understanding?

6       A.    Yes.

7       Q.    I'm going to show you what was marked  
8   as Exhibit 5 in the Jenkins deposition; all  
9   right? It says Memorandum of Understanding on  
10  the top.

11      A.    Okay.

12      Q.    Do you know what that document is?

13      A.    This is the proposal that we all  
14  agreed to and had to have this incorporated  
15  into the language of the Collective Bargaining  
16  Agreement and distributed to the members.

17      Q.    Okay. So this was the final  
18  Memorandum of Understanding signed in May of  
19  2010?

20      A.    That's correct.

21      Q.    And just to make sure we're clear on  
22  this, because there was some confusion before,  
23  was it signed in May of 2010 or May of 2011?

24      A.    That was signed in May of 2010.



1 Q. Okay. And were you off for medical  
2 leave shortly after this was signed?

3 A. Yes.

4 Q. And you've never come back from  
5 medical leave?

6 A. No.

7 Q. Are you currently receiving a  
8 pension?

9 A. Yes.

10 Q. And a pension from the ITPE, pension  
11 because of your employment with the ITPE?

12 A. A pension, right, right.

13 Q. And after you signed this Memorandum  
14 of Understanding in May of 2010, did you have  
15 any further involvement with the Amalgamated  
16 Life Bargaining Unit?

17 A. No.

18 Q. At the time you signed this document  
19 in May 2010, other than the two people on the  
20 negotiating committee, Damon Oliver and Linda  
21 Russell, did you speak with any of the other  
22 employees?

23 A. That day?

24 Q. Yes.



# EXHIBIT 2



COPY

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

- - -  
KAREN JENKINS, JACQUELINE MAYS, : CIVIL ACTION  
SUSAN LOLLI, LINDA RUSSEL, :  
TERESA LATTANZE, JOHN VAN :  
ALLEN, III, DONNA ANDERSON, :  
DEBRA KONTRA, MICHELLE QUARLES, :  
TROY JOHNSON, SHARON SCHULTZ, :  
RAYMOND GUNTHER and JOHN DOE, :  
Plaintiffs, :  
vs. :  
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INC.; THE AMALGAMATED LIFE :  
INSURANCE COMPANY, INDUSTRIAL :  
TECHNICAL AND PROFESSIONAL :  
EMPLOYEES UNION; and OFFICE AND :  
PROFESSIONAL INTERNATIONAL :  
UNION, :  
Defendants. : No. 10-7361

- - -  
MONDAY, MAY 21, 2012  
PHILADELPHIA, PENNSYLVANIA  
- - -

Oral Deposition of KELLY ELLSTON McKEE,  
taken pursuant to Notice, at DLA Piper, LLP,  
Liberty Place, 49th Floor, 1650 Market Street,  
Philadelphia, Pennsylvania, commencing at  
approximately 9:55 a.m., on the above date,  
before Rose A. Tamburri, RPR, CM, CCR, CRR,  
USCRA Speed and Accuracy Champion and Notary  
Public.

- - -  
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1 substantially the same benefits that they had  
2 between the two companies, knowing that they  
3 couldn't have the same benefits, like health  
4 insurance, different carriers and that type of  
5 thing.

6 Q. When you explained that it should  
7 have been substantially the same, what did you  
8 relay to the employees?

9 A. I would -- again, I cannot remember  
10 verbatim.

11 Q. Okay.

12 A. The employees were concerned about  
13 having no job and concerned about transition,  
14 and as I recall, what I conveyed was as we  
15 just said, that they would all be offered a  
16 position. Couldn't guarantee what their  
17 salaries might be, but that the goal was to  
18 have substantially the same benefits, but  
19 that, you know, that would be part of their  
20 employment with Amalgamated.

21 Q. Okay. And negotiating, however,  
22 whatever phrase you want to use, there was an  
23 adjusted date of hire. What was the adjusted  
24 date of hire for?



# EXHIBIT 3



COPY

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

- - -

KAREN JENKINS, JACQUELINE MAYS, : CIVIL ACTION  
SUSAN LOLLI, LINDA RUSSEL, :  
TERESA LATTANZE, JOHN VAN :  
ALLEN, III, DONNA ANDERSON, :  
DEBRA KONTRA, MICHELLE QUARLES, :  
TROY JOHNSON, SHARON SCHULTZ, :  
RAYMOND GUNTHER and JOHN DOE, :  
Plaintiffs, :

vs. :

THE UNION LABOR LIFE COMPANY, :  
INC.; THE AMALGAMATED LIFE :  
INSURANCE COMPANY, INDUSTRIAL :  
TECHNICAL AND PROFESSIONAL :  
EMPLOYEES UNION; and OFFICE AND :  
PROFESSIONAL INTERNATIONAL :  
UNION, :

Defendants. : No. 10-7361

- - -

WEDNESDAY, MAY 16, 2012  
MOORESTOWN, NEW JERSEY

- - -

Oral Deposition of CLAIRE LEVITT, taken  
pursuant to Notice, at Lavan Law, 11 E. Main  
Street, Moorestown, New Jersey, commencing at  
approximately 10 o'clock a.m., on the above  
date, before Rose A. Tamburri, RPR, CM, CCR,  
CRR, USCRA Speed and Accuracy Champion and  
Notary Public.

- - -

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1 pension plan was much of a subject of  
2 discussion.

3 BY MS. LAVAN:

4 Q. ALICO knew the employees -- did ALICO  
5 know the employees were concerned about the  
6 pension?

7 MR. RICHMAN: Objection. You're  
8 assuming something that is not in evidence.

9 BY MS. LAVAN:

10 Q. Did the employees ask questions about  
11 the pension plan?

12 A. I don't remember specific questions  
13 about the pension plan. I can't say whether  
14 they did or they didn't.

15 I think what they were mostly  
16 concerned about was -- was the continuation of  
17 their jobs. They had been under this cloud  
18 for a very long time, that Union Labor Life  
19 was thinking of shutting down. They were  
20 concerned about the fact that they would keep  
21 their jobs.

22 They were also concerned about the  
23 fact that there were -- that there were salary  
24 reductions.



1 Q. How do you know about these concerns?

2 A. I was present at meetings when they  
3 were discussed.

4 Q. What other concerns did they have?

5 A. Specifically on this date? I don't  
6 recall.

7 Q. Through the whole process.

8 A. Through the entire period of time  
9 that we were there --

10 Q. I'm not saying for the whole time.

11 A. Oh.

12 Q. I'm saying through the process of the  
13 transition. Let me clarify that. What other  
14 concerns did they have?

15 A. I think the concerns were primarily  
16 focused on severance benefits, the health  
17 benefits, salary issues. I don't -- I don't  
18 recall that there was much discussion about  
19 the pension.

20 Q. Do you recall if during the date of  
21 this Q and A, so the date is March 19th, 2004,  
22 that ALICO was discussing these concerns with  
23 the union?

24 A. With the union?



# EXHIBIT 4



## AMALGAMATED LIFE INSURANCE COMPANY

### A General Overview of Coverage and Benefits as a Union Employee @ King of Prussia

**Eligibility for Medical, Dental, Life Insurance, Flexible Spending Accounts and the Opt-Out Program is as follows:**

- If you begin employment between the first and tenth day of any calendar month, you will be eligible for coverage on the first day of the calendar month following your date of hire.
- If you begin employment between the eleventh and the last day of any calendar month, you will be eligible for coverage on the first day of the second calendar month following your date of hire.

### HEALTHCARE COVERAGE (For Regular Employees and their Covered Dependents)

#### **CIGNA HEALTHCARE – HIGH PLAN - In/Out of Network Coverage:**

- \$10.00 co-pay in-network/Specialist co-pay \$10.00
- lab services in office, no charge- outside lab \$10.00 co-pay
- \$50.00 co-pay for emergency room visits, waived if admitted to hospital.
- prescription: \$7.00 co-pay for generic, \$15.00 co-pay for brand name, \$30.00 Non-Preferred
- maintenance prescriptions via mail order: \$14 generic, \$30 preferred, \$60 non-preferred
- out-of-network coverage at 80% R&C, co-insurance 20%
- deductible of \$200.00 single, \$400.00 family
- maximum out of pocket expense (includes deductible): \$1,200 single, \$2,400 family
- hospital admission fee of \$150.00 paid by ALICO
- lifetime – unlimited benefit

#### **CIGNA HEALTHCARE – LOW PLAN - In/Out of Network Coverage:**

- \$10.00 co-pay in-network/Specialist co-pay \$10.00
- lab services in office: no charge, lab services outside office: \$15 co-pay
- \$35.00 co-pay for emergency room visits, waived if admitted to hospital.
- prescription: \$10.00 co-pay for generic, \$15.00 co-pay for brand name, \$30.00 Non-Preferred
- maintenance prescriptions via mail order: \$20 generic, \$30 preferred, \$60 non-preferred
- out-of-network coverage at 70% R&C, co-insurance 30%
- deductible of \$500.00 single, \$1,000 family
- maximum out of pocket expense (including deductible): \$3,500 single, \$7,000 family
- hospital admission fee of \$500.00 paid by ALICO
- lifetime – unlimited benefit

#### **DENTAL PLAN – ALICARE INC. (for Regular Employees and their Dependents)**

#### **GUARDIAN DENTALGUARD PREFERRED SELECT PPO:**

##### **In-Network:**

- deductible of \$50.00 single, \$150.00 family (when any 3 members of the family have each paid the deductible of \$150.00 in total, then no further deductible will be required).
- 100% of R&C for routine oral exams, once every 6 consecutive month period.
- 90% of R&C for extractions, fillings, root canal, oral surgery, dentures and fixed bridgework. Limit of \$1,600.00 per calendar year.
- 50% of R&C for orthodontic treatment and appliances during any one course of treatment with a Lifetime limit of \$1,600.00.
- Allowed rollover of \$500 in unused benefit in one year to next year, but may not exceed \$2,100 at any time.

(07/2005)



**DENTAL PLAN - ALICARE INC. (continued)**

**Out-of-Network Coverage:**

- deductible of \$100.00 for single, \$200.00 for family (when any 2 members of the family have each paid the deductible of \$200.00 in total, then no further deductible will be required).
- 80% of R&C for routine oral exams, once every 6 consecutive month period.
- 80% of R&C for extractions, fillings, root canal, oral surgery, dentures and fixed bridgework. Limit of \$1,600.00 per calendar year.
- 80% of R&C for orthodontic treatment and appliances during any one course of treatment with a Lifetime limit of \$1,600.00.
- Allowed rollover of \$500 in unused benefit in one year to next year, but may not exceed \$2,100 at any time.

**LIFE INSURANCE COVERAGE (For Regular Employees Only)**

- while actively employed, employees are covered for life insurance. The coverage differs between union members and non-union employees and is based on years of service. Life insurance will be paid to one's beneficiary in a lump sum, or if they choose, in installments after notification of death is received.
- if a union member retires with a pension under the provisions of Amalgamated Life's Pension Plan, the life insurance will be reduced in accordance with the policy. One may convert their coverage to an individual policy upon termination of employment.

**WORKERS' LIFE INSURANCE (For Regular Employees and their Dependents)**

- additional life insurance is available after 60 days of employment at a minimum weekly cost for employees and their dependents

**FLEXIBLE BENEFITS PROGRAM (For Regular Employee and Dependent Expenses)**

- the healthcare FSA gives one an opportunity to save taxes on up to \$2000 per year of eligible healthcare and dental expenses.
- the dependent care FSA gives one an opportunity to save taxes on up to \$5,000 per year of eligible daycare/eldercare expenses (\$2,500 if one is a married person who files a separate tax return from their spouse).

**OPT-OUT PROGRAM (For Regular Employee/Dependent Coverage)**

Allows an employee who has other comparable health care coverage, to opt-out of the group medical care coverage and receive a monetary payment instead.

- employee who waives medical coverage will receive \$100.00 each month

**OPTICAL COVERAGE (For Regular Employees and their Dependents)**

- regular employees and their dependents are eligible for an optical vision reimbursement program as follows:
  - for employees: \$140.00 benefit every 12 mos. OR \$175.00 benefit every 24 mos.
  - every 12 mos. for spouses and dependents: \$60.00 benefit
  - every 24 mos. for spouses: \$120.00 benefit

**WEEKLY DISABILITY COVERAGE (For Regular Employees Only)**

If a staff member is unable to work because of an injury, illness or pregnancy, they are covered for weekly disability income. During any 12 consecutive month period, one can receive disability payments for up to 26 weeks. The total benefit schedule is as follows:

- employment of less than 6 months: 66.2/3% of base salary for 13 weeks up to a maximum of \$170.00 a week
- employment of 6 months to 1 year: 75% of base salary, for 13 weeks, 66.2/3% of base salary for the next 13 weeks up to a maximum of \$170.00 a week
- employment of 1 year to 2 years: 75% of base salary for 13 weeks, 66.2/3% for the next 13 weeks
- employment of 2 to 4 years: 85% for 13 weeks, 75% for the next 13 weeks
- employment for more than 4 years: 100% of base salary for 13 weeks, 75% for the next 13 weeks

(07/2005)



**WEEKLY DISABILITY COVERAGE (continued)**

- The above benefit maximum covers New York, Pennsylvania, New Hampshire, Las Vegas and California employees.
- New Jersey employees may receive up to a maximum benefit of \$459.00/week.

**LONG TERM DISABILITY (For Regular Employees Only)**

- eligibility begins after 3 years of service
- employee must work a minimum of 30 hours per week to be eligible
- scheduled amount: 60% of monthly earnings subject to a maximum amount of \$5,000 per month

**401(K) SAVINGS PLAN (For Regular Employees Only)**

- eligibility begins on the first day of the month following date of hire.
- voluntary contributions up to a maximum of 60% of your eligible compensation is allowed. total pre-tax contributions may not exceed \$14,000 for 2005 plan year.
- investment options administered by Fidelity Management Group. Choice of 19 options to total 100% of contributions
- company match at 50% of employee's first 3% of contributions
- additional employer discretionary contribution equal to 1.5% x annual salary for all employees, regardless of participation in the plan.

**FIDELITY AUTOMATIC INVESTING PLAN (For Regular Employees Only)**

- eligibility begins on the first day of the month following date of hire. after-tax savings plan through Fidelity Investments for additional voluntary payroll deductions.
- plan offers general investing; retirement investing; college planning and managing substantial assets.

**PENSION PLAN (For Regular Employees Only)**

- eligibility begins after three years of employment based on ALICO hire date.
- vesting schedule: 100% vested after 5 years of employment

**TUITION REIMBURSEMENT PROGRAM (For Regular Employees Only)**

- eligible after 1 year of employment for job related approved courses/programs
- eligible for up to two courses per semester

**FITNESS GYM MEMBERSHIP**

- discounted corporate membership rates through payroll deductions
- full service facility is nearby and offers lunchtime fitness programs
- eligibility begins upon date of hire

**QUALIFIED TRANSPORTATION EXPENSE PLAN featuring eTRAC**

- pre-tax purchase program of mass transit & parking expenses through payroll deductions for up to a pre-tax maximum of \$105.00 per month for transit and \$200.00 per month for parking expenses
- eligibility begins on first day of month following date of hire
- online enrollment & changes are done on a monthly basis

(07/2005)